

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the Commission, on its own motion, seeking to amend Title 291, Chapter 5, Telecommunications Rules and Regulations, to add rules regarding customer billing practices.

RULE AND REGULATION NO. 172

QWEST CORPORATION'S INITIAL COMMENTS

Qwest Corporation ("QC" or "Qwest") files the following initial comments. Qwest's comments follow the format of presenting the rule with redlining proposed by the initial order in this docket, and redlining as Qwest suggests in bold. Qwest follows its suggested changes with comments.

002.17A Bills to customers shall be prompt and accurate, rendered regularly consistent with the carrier's tariff and shall contain a clear listing of all charges **consistent with the requirements set forth in 47 C.F.R. § 64.2401 as may be amended from time to time.** ~~A written itemized listing of the services being subscribed to and their monthly rates shall be provided as a part of the initial bill or when service is ordered and subsequently upon reasonable request of the customer.~~ The due date listed on the bill must be at least **thirty (30) fifteen (15)** days from the date of mailing or electronic transmission.

QWEST COMMENT:

First, the proposal in the rules for a clear listing of all charges is somewhat vague and open to interpretation. The FCC has enacted truth-in-billing regulations at 47 C.F.R. § 64.2401 that comprehensively address the descriptions and information required, and establish an industry standard that provides consistency and predictability across jurisdictions. Qwest attaches a copy of the FCC rules as **Exhibit 1**. By referring to the FCC rules, the Commission would benefit consumers by providing clearer direction to carriers and clearer information to consumers. Nebraska intrastate bills

would follow the same format and provide the same kinds of information as interstate bills, which would ease confusion on the part of both carriers and consumers.

Second, the Commission should reconsider the proposed 30-day due date proposal, because it is non-standard and would cause customer confusion and creates the potential for billing errors and miscommunications between customers and Qwest. Providing a 30-day payment due date from the bill mail date not only delays payment to Qwest, it will likely create customer confusion. The reason confusion and errors would happen is that the proposed rule would place payment on the same 30-day cycle applicable to billing. This lengthy time period would often if not always show the customer to be one month in arrears, even if he or she paid the bill by the due date. Here's why. Bills are prepared every month. They are usually prepared one or more days before they are mailed. This means that if a customer takes the full thirty days to pay his or her bill, when the next month's bill is prepared, it will show an unpaid balance even though the customer would not be "late." This could lead to double payments or claims that Qwest is not billing correctly or is not recording payments correctly. To illustrate, assume the customer bill date is September 1. The bill is typically mailed about 3 days later to ensure that all charges are gathered for billing. If the bill is mailed out to the customer on September 4, the proposed payment due date would be October 4. However, if the customer waits and pays the bill on the due date, the total amount of the September bill would appear as an unpaid balance on the October bill, which would be prepared on October 1. This undue customer confusion can be avoided by a reasonable due date period of 15 days from the bill mail date.

Additionally, the proposal deviates from industry and regulatory standards. No

other state in the Qwest region has a payment due date greater than 16 days from the date the bill is rendered, with the exception of Iowa which has 20-day payment due date provision in their administrative rules. Qwest's 15-day bill due date proposal is in alignment with most other states in Qwest's territory.

However, it is important that the Commission understands that Qwest is always willing to work with customers who may need additional time to pay their bill due to unforeseen circumstances. This has been our policy in Nebraska for years, even when there was no bill payment due date provision in the state administrative rules.

~~**002.17A1 For purposes of section 002.17A "written" shall include an itemized listing provided by the telecommunications carrier, its billing agent, or billing aggregator sent via United States mail or electronically, at the customer's preference.**~~

QWEST COMMENT: Qwest's proposed changes to the changes proposed by the Commission to Rule 002.17A would render this section superfluous, because the FCC truth-in-billing requirements require this information. A separate definition or description of "written" would be unnecessary if the FCC truth-in-billing regulations were adopted. Qwest suggests deleting this proposed rule.

DATED this 30th day of June,
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Respectfully Submitted,

QWEST CORPORATION



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EXHIBIT 1

§ 64.2401

47 CFR Ch. I (10-1-05 Edition)

§ 64.2401 Truth-in-Billing Requirements.

(a) *Bill organization.* Telephone bills shall be clearly organized, and must comply with the following requirements:

(1) The name of the service provider associated with each charge must be clearly and conspicuously identified on the telephone bill.

(2) Where charges for two or more carriers appear on the same telephone bill, the charges must be separated by service provider.

(3) The telephone bill must clearly and conspicuously identify any change in service provider, including identification of charges from any new service provider. For purpose of this subparagraph "new service provider" means a service provider that did not bill the subscriber for service during the service provider's last billing cycle. This definition shall include only providers that have continuing relationships with the subscriber that will result in periodic charges on the subscriber's bill, unless the service is subsequently canceled.

(b) *Descriptions of billed charges.* Charges contained on telephone bills must be accompanied by a brief, clear, non-misleading, plain language description of the service or services rendered. The description must be sufficiently clear in presentation and specific enough in content so that customers can accurately assess that the services for which they are billed correspond to those that they have requested and received, and that the costs assessed for those services conform to their understanding of the price charged.

(c) *"Deniable" and "Non-Deniable" Charges.* Where a bill contains charges for basic local service, in addition to other charges, the bill must distinguish between charges for which non-payment will result in disconnection of basic, local service, and charges for which non-payment will not result in such disconnection. The carrier must explain this distinction to the customer, and must clearly and conspicuously identify on the bill those charges for which non-payment will not result in disconnection of basic, local service. Carriers may also elect to devise other

methods of informing consumers on the bill that they may contest charges prior to payment.

(d) *Clear and conspicuous disclosure of inquiry contacts.* Telephone bills must contain clear and conspicuous disclosure of any information that the subscriber may need to make inquiries about, or contest, charges on the bill. Common carriers must prominently display on each bill a toll-free number or numbers by which subscribers may inquire or dispute any charges on the bill. A carrier may list a toll-free number for a billing agent, clearinghouse, or other third party, provided such party possesses sufficient information to answer questions concerning the subscriber's account and is fully authorized to resolve the consumer's complaints on the carrier's behalf. Where the subscriber does not receive a paper copy of his or her telephone bill, but instead accesses that bill only by e-mail or internet, the carrier may comply with this requirement by providing on the bill an e-mail or web site address. Each carrier must make a business address available upon request from a consumer.

(e) *Definition of clear and conspicuous.* For purposes of this section, "clear and conspicuous" means notice that would be apparent to the reasonable consumer.

NOTE TO § 64.2401: The following provisions, for which compliance would have been required as of April 1, 2000, have been stayed until such time as the amendments to § 64.2401(a), (d), and (e) become effective (following their approval by the Office of Management and Budget and the publication by the Commission of a document in the FEDERAL REGISTER announcing the effective date of these amended rules) and will be superceded by the amended rules: (1) That portion of § 64.2401(a)(2) that requires that each carrier's "telephone bill must provide clear and conspicuous notification of any change in service provider, including notification to the customer that a new provider has begun providing service," (2) § 64.2401(a)(2)(ii), and (3) § 64.2401(d).

[64 FR 34497, June 25, 1999, as amended at 65 FR 43258, July 13, 2000]

CERTIFICATE OF SERVICE

I hereby certify that on June 30, 2009, a true and complete copy of the foregoing Qwest Corporation's Initial Comments were served on the following by first-class mail, postage prepaid:

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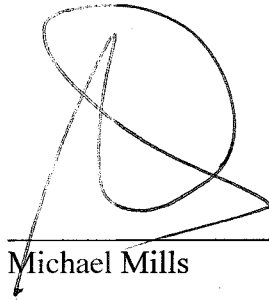
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